

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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LAUREN BICKFORD-BUSHEY,

Plaintiff,

-against-

GREYHOUND LINES, INC. and THE GOODYEAR TIRE  
and RUBBER COMPANY,

ANSWER TO  
CROSS-CLAIMS

Civil Action No.  
08 CIV 4465 (PKL)

[Related to  
06 CIV 13371 (PKL)]

Defendants.

-----X  
JURY TRIAL  
DEMANDED

GREYHOUND LINES, INC.,

Third-Party Plaintiff,

v.

MOTOR COACH INDUSTRIES, INC. and UGL  
UNICCO, Formerly Known As UNICCO Service  
Company,

Third-Party Defendants.

-----X

Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., by its attorneys,  
FABIANI COHEN & HALL, LLP, as and for an Answer to the Cross-Claims of Defendant,  
THE GOODYEAR TIRE & RUBBER COMPANY ("GOODYEAR"), sets forth, upon  
information and belief, the following:

**AS AND FOR AN ANSWER TO THE  
FIRST CROSS-CLAIM AGAINST  
GREYHOUND LINES, INC.**

EIGHTY-SIXTH: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies  
each and every allegation contained in Paragraph No. "86" of the Defendant GOODYEAR's  
Answer to Complaint dated June 26, 2008 and begs leave to refer to all relevant agreement for

their complete terms and conditions including the agreement dated October 3, 2000 which is referred to below.

EIGHTY-SEVENTH: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies each and every allegation contained in Paragraph No. "87" of the Defendant GOODYEAR's Answer to Complaint dated June 26, 2008.

**AS AND FOR AN ANSWER TO THE  
SECOND CROSS-CLAIM AGAINST  
GREYHOUND LINES, INC.**

EIGHTY-EIGHTH: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., repeats, reiterates, realleges and incorporates herein each and every assertion and denial contained in Paragraph Nos. "EIGHTY-SIXTH" and "EIGHTY-SEVENTH" above and denies each and every allegation contained in Paragraph Nos. "1" through "85" of Defendant GOODYEAR's Answer to Complaint dated June 26, 2008 to the extent that any such allegations are made against GREYHOUND LINES, INC. and begs leave to refer to all relevant agreements for their complete terms and conditions including the October 3, 2000 agreement referred to below.

EIGHTY-NINTH: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph No. "89" of Defendant GOODYEAR's Answer to Complaint dated June 26, 2008, except admits that GREYHOUND LINES, INC., and GOODYEAR entered into an agreement dated October 3, 2000, a copy of which is annexed to GREYHOUND's Answer to Consolidated Complaint as Exhibit "A" and begs leave to refer to the terms of said agreement at the time of trial.

NINTIETH: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in

Paragraph No. "90" of Defendant GOODYEAR's Answer to Complaint dated June 26, 2008, except admits that GREYHOUND LINES, INC., and GOODYEAR entered into an agreement dated October 3, 2000, a copy of which is annexed to GREYHOUND's Answer to Consolidated Complaint as Exhibit "A" and begs leave to refer to the terms of said agreement at the time of trial.

NINETY-FIRST: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies each and every allegation contained in Paragraph No. "91" of the Defendant GOODYEAR's Answer to Complaint dated June 26, 2008, except admits that counsel for GOODYEAR sent a letter dated January 30, 2008 to counsel for GREYHOUND LINES, INC. and that counsel for GREYHOUND LINES, INC., responded by letter dated February 5, 2008.

NINETY-SECOND: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies each and every allegation contained in Paragraph No. "92" of the Defendant GOODYEAR's Answer to Complaint dated June 26, 2008.

NINETY-THIRD: Defendant/Third-Party Plaintiff, GREYHOUND LINES, INC., denies each and every allegation contained in Paragraph No. "93" of the Defendant GOODYEAR's Answer to Complaint dated June 26, 2008.

WHEREFORE, defendant/third-party plaintiff, GREYHOUND LINES, INC., demands:

1. Judgment dismissing the Complaint;
2. Judgment dismissing GOODYEAR's Cross-Claims against defendant/third-party plaintiff, GREYHOUND LINES, INC.

3. Together with the costs and disbursements of this action.

Dated: **New York, New York**  
**July 1, 2008**

**Yours, etc.,**

**FABIANI COHEN & HALL, LLP**



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**Kevin B. Pollak (KBP 6098)**  
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**GREYHOUND LINES, INC.**  
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**(212) 644-4420**

**TO: HERRICK, FEINSTEIN, LLP**  
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**LORENZO and TERESITA SANTIAGO,**  
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**SANTIAGO DIAZ and HENRY LORENZO,**  
infants; MARIA MERCEDES ROSARIO  
**BRETON, FABIAN GARCIA and**  
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**GEORGE, as Mother and Natural Guardian of**  
**VOSHONA GEORGE, Infant, and SHERRY ANN GEORGE**  
**and ALLISON IDOHOU, as Co-Administrators of the**  
**ESTATE OF DOREEN GEORGE, Deceased**  
**200 West 57<sup>th</sup> Street**  
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**(212) 319-1000**

Lauren Bickford-Bushey v. Greyhound Lines, Inc., et al. v. Motor Coach Industries, Inc., et al.  
 Civil Action No.: 08 CIV 4465 (PKL)  
 Our File No. 818.34464

**CERTIFICATE OF SERVICE**

This is to certify that a copy of the foregoing **ANSWER TO CROSS-CLAIMS** was served via CM/ECF and First-Class Mail, postage prepaid, this 2<sup>nd</sup> day of July, 2008, to:

HERRICK, FEINSTEIN, LLP  
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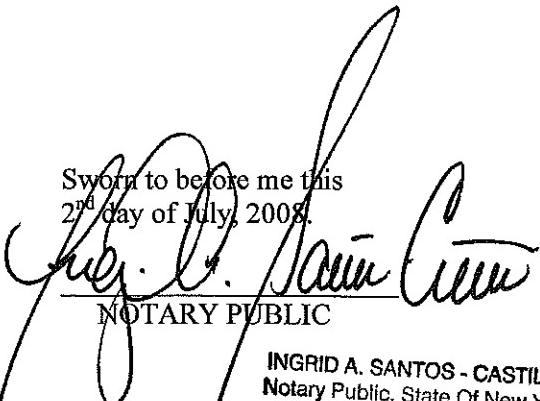
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 Kevin B. Pollak (6098)

Sworn to before me this  
 2<sup>nd</sup> day of July, 2008.

  
 NOTARY PUBLIC

INGRID A. SANTOS - CASTILLO  
 Notary Public, State Of New York  
 No. 01SA5075460  
 Qualified in New York County  
 Commission Expires 03/31/2011

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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LAUREN BICKFORD-BUSHEY,

Plaintiff,

08 CIV 4465 (PKL)

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[Related to  
06 CIV 13371 (PKL)]

GREYHOUND LINES, INC., and THE GOODYEAR  
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JURY TRIAL DEMANDED

Defendants.

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MOTOR COACH INDUSTRIES, INC. and UGL  
UNICCO, Formerly Known as UNICCO Service  
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ANSWER TO CROSS-CLAIMS

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(212) 644-4420

To: Attorney(s) for:  
Sir(s):

PLEASE TAKE NOTICE that a copy of which the within is a (true) (certified) copy

[ ]NOTICE OF ENTRY was duly entered in the within named court on

2008

[ ]NOTICE OF SETTLEMENT will be presented for settlement to the Hon. one of the judges of the within named court at the Courthouse at on , 2008 at o'clock

Dated:

Yours, etc.,  
FABIANI COHEN & HALL, LLP  
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(212) 644-4420

To: